

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ENVERITAS GROUP, INC.		01/19/2011	CORPORATION: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	THE NILE PROJECT, INC.		
Street Address:	251 Rhode Island Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94103		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2448623	10BEST.COM	
Registration Number:	2602063	10BEST	
Registration Number:	3193835	TRUSTED ADVICE FOR TRAVELERS	
CORRESPONDENCE DATA			
Fax Number:	9735972400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	973-597-2500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Vanessa A. Ignacio, Esq.		
Address Line 1:	Lowenstein Sandler PC		
Address Line 2:	65 Livingston Avenue		
Address Line 4:	Roseland, NEW JERSEY 07068-1791		
ATTORNEY DOCKET NUMBER:	22833.15		
		TRADEMARK	

NAME OF SUBMITTER:	Vanessa A. Ignacio, Esq.
Signature:	/Vanessa A. Ignacio/
Date:	05/21/2012
Total Attachments: 4 source=Enveritas TM Assignment#page1.tif source=Enveritas TM Assignment#page2.tif source=Enveritas TM Assignment#page3.tif source=Enveritas TM Assignment#page4.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT

This ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT (this "Assignment of IP Agreement") is made and entered into as of January 19, 2011 by and between Enveritas Group, Inc., a South Carolina corporation ("Seller"), and The Nile Project, Inc., a Delaware corporation ("Buyer"), pursuant to that certain Asset Purchase Agreement of even date herewith by and among Seller, Buyer, and the Escrow Agent named therein (the "Purchase Agreement"). Capitalized terms used herein shall be as defined in the Purchase Agreement.

WITNESSETH:

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to assign the 10Best Intellectual Property (as defined in the Purchase Agreement) to Buyer; and

WHEREAS, the execution and delivery of this Assignment of IP Agreement by Seller is a condition to the obligations of Buyer to consummate the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual agreements and covenants set forth herein and in the Purchase Agreement, and intending to be legally bound hereby, Buyer and Seller hereby agree as follows:

1. Assignment of Intellectual Property. Seller hereby assigns, conveys and transfers to Buyer all of Seller's right, title and interest in and to the 10Best Intellectual Property (as defined in the Asset Purchase Agreement), including without limitation the trademark registrations and applications listed on Exhibit A hereto.

2. Cooperation. Seller shall reasonably cooperate with Buyer and shall execute such documents and instruments and instruments as reasonably requested by Buyer in order to record and enforce Buyer's rights in and to the 10Best Intellectual Property.

3. Counterparts. This Assignment of IP Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

4. Governing Law. This Assignment of IP Agreement shall be governed by, and construed in accordance with, the laws of the State of California, applicable to contracts executed in and to be performed entirely within that state.

IN WITNESS WHEREOF, Buyer and Seller have caused this Assignment of IP Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SELLER:

ENVERITAS GROUP, INC.,
a South Carolina corporation

By: 

Name: Brice Bay

Title: President and Chief Executive Officer

BUYER:

THE NILE PROJECT, INC.,
a Delaware corporation

By: _____

Name: Josh Steinitz

Title: Chief Executive Officer

[Signature Page to Assignment of IP Agreement]

IN WITNESS WHEREOF, Buyer and Seller have caused this Assignment of IP Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SELLER:

ENVERITAS GROUP, INC.,
a South Carolina corporation

By: _____
Name: Brice Bay
Title: President and Chief Executive Officer

BUYER:

THE NILE PROJECT, INC.,
a Delaware corporation

By: _____
Name: Josh Steinitz
Title: Chief Executive Officer

[SIGNATURE PAGE TO ASSIGNMENT OF IP AGREEMENT]

EXHIBIT A

TRADEMARK REGISTRATIONS

Docket Number		Country	Mark	Application Number	Application Date	Registration Number	Registration Date	Status
16186/9000(2)TM	ENVERITAS GROUP, INC.	Singapore	10BEST.COM	T00/10573G	6/19/2000	T00/10573G	7/2/2002	Registered
16186/9000-TM	ENVERITAS GROUP, INC.	United States	10BEST.COM	75/576395	10/27/1998	2448623	5/8/2001	Registered
16186/9005-TM	ENVERITAS GROUP, INC.	United States	10BEST	76/009826	3/24/2000	2602063	7/30/2002	Registered
16186/9011-TM	ENVERITAS GROUP, INC.	United States	TRUSTED ADVICE FOR TRAVELERS	78/830819	3/7/2006	3193835	1/2/2007	Registered

4815-4794-1640, v. 1